

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF PENNSYLVANIA

IN RE:

CHRISTOPHER ROMANO

NO. 17-11765 ELF  
CHAPTER 13

**STIPULATION IN RESOLUTION OF MOTION OF CAB EAST, LLC/FORD  
MOTOR CREDIT COMPANY, LLC FOR RELIEF FROM STAY RE: A LEASED 2016  
FORD ESCAPE MOTOR VEHICLE [DOC 38]**

The parties, by counsel, agree as follows and request the same be made an Order of Court:

1. CAB East, LLC by Ford Motor Credit Company, LLC ("Ford Credit") is the owner and lessor of a 2016 Ford Escape [VIN...UB42944], motor vehicle ("Vehicle") leased by Debtor Christopher Romano and Non-Debtor, Mindy Romano, pursuant to the terms of a motor vehicle lease agreement dated November 28, 2015, ("Lease"). A copy of the Lease is attached to the Motion for Relief and incorporated by reference. By its terms, the Lease terminates November 28, 2018, at which time the automatic stay of the Bankruptcy Code will terminate and the vehicle will no longer be property of the Estate.

2. The Lease is assumed.

3. Debtor shall continue to maintain casualty and comprehensive insurance on the Vehicles, with Ford Credit named as loss payee, and provide proof thereof.

4. As of November 9, 2017, the leased 2016 Ford Escape [VIN...UB42944], is past due \$914.35, including \$181.00 reimbursement for the Motion for Relief filing fee, and legal fees.

5. Regular monthly payments on the Vehicle are \$244.45 each.

6. Debtor shall make a payment of \$244.45 on the Vehicle forthwith.

7. Commencing with the payments due December 28, 2017, Debtor shall pay, in addition to the regular monthly installment, the sum of \$304.78 on the Vehicle, for three (3) consecutive months in order to bring the account current. Thus, for the months of December, 2017, January and February, 2018, Debtor shall pay to Ford Credit, the sum of \$549.23 per month for the on the leased Vehicle. Thereafter, regular monthly payments shall be made to Ford Credit in accordance with contract terms.

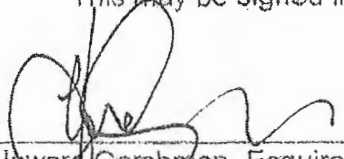
Romano # -17-11765

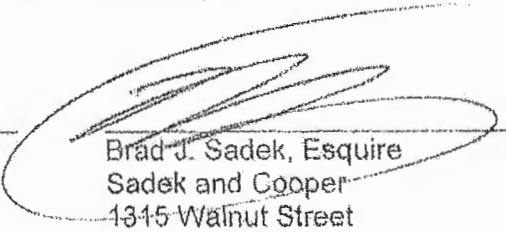
8. All payments shall be sent to Ford Credit with the account number xxx-6065 noted thereon and shall be mailed to Ford Credit, in the absence of other directions to:

Ford Motor Credit Company  
PO Box 55000  
Drawer 55953  
Detroit, MI 48255-0953

9. In the event Debtor fails to make any payment when due or fails to provide proof of appropriate insurance, then Ford Credit shall send written notice of the default by first class mail to Debtor's counsel as well as to Debtor addressed to 1101 Old Lane, Drexel Hill, PA 19026. If the default relates to the failure to have insurance and the same is not cured within ten (10) days from the date of the notice, then Ford Credit may certify the default to the Court to obtain an immediately effective [with waiver of F.R.B.P. 4001(a)(3)] relief from stay order to enforce its *in rem* rights as to the Vehicle, without need of further Court hearing. If the default relates to the payment of money, then the Motion for Relief from Automatic Stay may be relisted for hearing upon the filing of a Praecipe only.

This may be signed in counterparts, electronically and/or by facsimile.

  
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NO OBJECTION/NO POSITION:

  
William C. Miller, Trustee

11-16-2017

NO OBJECTION

**\*without prejudice to a  
trustee rights or remedies**